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case the illegal purpose of the voyage voids the policy *ipso facto* since it calls for an illegal act to be done; whereas with intoxicants it simply protects against accident, and the wrongful use is purely incidental. *Niagara Fire Ins. Co. v. De Graff*, 12 Mich. 124, followed in *Ins. Co. of North America v. Evans*, 64 Kans. 770 on a similar set of facts. The Massachusetts courts have gone farthest in setting aside insurance on property illegally employed, holding that the insurance risk on a saloon whose owner had no license at the time the policy issued, never attached, *Lawrence v. Nat'l Fire Ins. Co.*, 127 Mass. 557; and again ruling against an analogous insurance on a billiard table in an establishment run by joint owners, who both sold liquor, tho' only one had a license, *Johnson v. Ins. Co.*, 127 Mass. 555. A series of Missouri cases seem to point the same way but are all explainable by reference to a statute, rendering any contract with regard to intoxicants illegal. The effect of the Mass. decisions is impaired by a later case, *Hinckley v. Germania Fire Ins. Co.*, 140 Mass. 38 supporting insurance on a bowling alley whose license had expired before the use was discontinued, which happened before the loss. It is not explained how the risk once detached, (to follow the earlier cases) could again re-attach. No one of the adjudicated cases presents quite the problem of the principal case, because of the incorporation in the policy itself of words capable of the interpretation adopted by the majority opinion, i. e. that to store them in a manner not contrary to the statute would be to contravene an express term of the policy.

JUDGMENT—COLLATERAL ATTACK—DEFECTIVE PETITION.—A petition by a guardian of a freedman for permission to sell his ward's land did not state any reason for sale which the statute of the state made ground for ordering such a sale; but the court in which the petition was filed, the one to which the statute gave jurisdiction over such matters, on hearing ordered the sale, which was made, and the price paid by the purchaser. On suit by the ward against the purchaser to recover possession of the land and quiet the title in him, on the ground that the sale was void by reason of the order being made without jurisdiction: *Held* that jurisdiction was acquired by the petition of the guardian for permission to sell land within the jurisdiction though the petition did not state any cause of action—that objection to such defects could be taken only by demurrer in the original case, not by collateral attack. *Welch v. Focht* (Okl., 1918), 171 Pac. 730.

The decision is undoubtedly sound in principle and supported by the decided weight of authority. The opinion of the court contains such cogent argument and extended review of the decisions as to leave nothing to be added. See also 1 MICH. L. REV. 644-657; 10 MICH. L. REV. 384-391.

JUDGMENT—VACATION—UNAUTHORIZED APPEARANCE OF ATTORNEY.—In a suit to set aside a marriage and deprive the alleged widow of an estate, the attorney claimed to represent several plaintiffs, one of whom had not authorized the use of his name, nor ratified otherwise than by failure to have his name removed from the record when he learned the facts. Judgment for